

INTERNET  
FORM NLRB-501  
(2-08)UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C 3512

## DO NOT WRITE IN THIS SPACE

Case

18-CA-129739

Date Filed

June 2, 2014

## INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

## 1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

Pro-Tec Fire Services, Ltd  
dba Austin Straubel International Airport Department of Public Safety

b. Tel. No. (920) 494-8851

c. Cell No.

f. Fax No. (920) 494-5384

g. e-Mail

h. Number of workers employed

d. Address (Street, city, state, and ZIP code)

2129 South Oneida Street  
Green Bay, WI 54304

e. Employer Representative

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

i. Type of Establishment (factory, mine, wholesaler, etc.)

Airport Fire Department

j. Identify principal product or service

Fire suppression

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) \_\_\_\_\_ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

See Attachment

3. Full name of party filing charge (if labor organization, give full name, including local name and number)  
Austin Straubel International Airport Fire Fighters, Local 141

4a. Address (Street and number, city, state, and ZIP code)

1570 Elizabeth St.  
Green Bay, WI 54302

4b. Tel. No. 920-430-1448

4c. Cell No.

4d. Fax No.

4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)  
International Association of Fire Fighters, AFL-CIO

## 6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By



(signature of representative or person making charge)

Richard Saks

(Print/type name and title or office, if any)

Tel. No. 414 271-8650

Office, if any, Cell No.  
414 331-4405

Fax No. 414 271-8442

e-Mail  
rsaks@hq-law.com

Address 222 E. Erie St., Milwaukee, WI 53201-0442

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

## PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

ATTACHMENT

Since on or about May 28, 2009, and continuing through the current date, the employer has interfered with, restrained, and coerced employees in the exercise of rights guaranteed by the NLRA by maintaining overly broad rules and policies, articulated in the employer's "Professional Conduct and Confidentiality Policy" (PCCP), which reasonably lead employees to believe that they are prohibited from engaging in protected, concerted activities including but not limited to the following:

- 1) "discussion of any business related information with co-workers, non-employees of our Company . . . without the direction or permission of your Director";
- 2) communications with the media;
- 3) communications with co-workers regarding any information gleaned from overheard "conversations related to . . . employee job responsibilities at the work site";
- 4) "When an employee does not agree with the Company policies/procedures, co-workers, or any member of management, he/she shall bring these matters to the attention of his/her immediate supervisor privately for review and discussion" and "will not discuss these issues with co-workers . . . or anyone else outside the immediate work group."
- 5) "discussions related to Company operations, policies, practices/procedures with our client without prior management approval."
- 6) failure to comply with the PCCP "will result in disciplinary action, up to and including termination."

On (b) (6), (b) (7)(C) 2014, the employer invoked the objected-to PCCP, and disciplined (b) (6), (b) (7)(C) employees, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) members of Local 414 and employees of the employer. The employer's bases for the disciplinary actions were unlawful under the Act as the employees' were participating in protected and concerted activities consisting of communications and conduct related to employee safety occurring on (b) (6), (b) (7)(C) 2014 involving (b) (6), (b) (7)(C)

RECEIVED  
NLRB

JUN 01 -2 AM 7:18

JUN 01 2014  
11:13 AM

(b) (6), (b) (7)(C) an employee of the (b) (6), (b) (7)(C) Fire Department (b) (6), (b) (7)(C) the employer's worksite in (b) (6), (b) (7)(C) capacity as (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) Local 141 represents fire fighters employed by the City of Green Bay, the City of DePere, and Pro-Tec which contracts to provide emergency and fire suppression services to the Austin-Straubel Airport, which is owned and operated by Brown County.

(b) (6), (b) (7)(C) also serves as a member of the Local 141 (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) of employees from the employer's worksite. During (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) worksite, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) expressed concerns to (b) (6), (b) (7)(C) about an incident which occurred earlier in the day involving the employer's response to a smouldering Fed Ex truck on the airport grounds, and whether the employer's absence of standardized means and documented levels of fire suppression response created unsafe conditions for the employees. During the discussion, (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) permitted (b) (6), (b) (7)(C) to also inspect the incident log, called National Fire Incident Reporting System ("NFIRS") which documented the incident. The NFIRS log is a public record, and the employees' discussion with their union representatives about the incident and the review of the incident log is in and of itself concerted activity protected under the Act.

RECEIVED  
HARRIS

JUN 01 2014 7:18

RECEIVED  
HARRIS



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

SUBREGION 30  
310 W Wisconsin Ave Ste 450W  
Milwaukee, WI 53203-2246

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (414)297-3861  
Fax: (414)297-3880



Download  
NLRB  
Mobile App

June 2, 2014

(b) (6), (b) (7)(C)

PRO-TEC FIRE SERVICES, LTD DBA AUSTIN STRAUBEL INTERNATIONAL  
AIRPORT DEPARTMENT OF PUBLIC SAFETY  
2129 SOUTH ONEIDA ST  
GREEN BAY, WI 54304-4607

Re: Pro-Tec Fire Services, Ltd dba Austin Straubel  
International Airport Department of Public Safety  
Case 18-CA-129739

Dear (b) (6), (b) (7)(C):

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Attorney TABITHA E. BOERSCHINGER whose telephone number is (414)297-3874. If this Board agent is not available, you may contact Supervisory Attorney ANITA C. O'NEIL whose telephone number is (414)297-3900.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, [www.nlr.gov](http://www.nlr.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

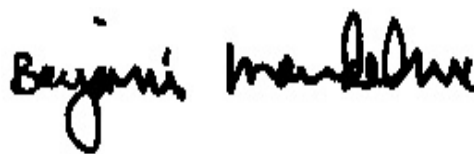
**Procedures:** We strongly urge everyone to submit all documents and other materials (except unfair labor practice charges and representation petitions) by E-Filing (not e-mailing) through our website, [www.nlr.gov](http://www.nlr.gov). However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, [www.nlr.gov](http://www.nlr.gov) or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

MARLIN O. OSTHUS  
Regional Director

A handwritten signature in black ink, appearing to read "Benjamin Mandelman".

By:

BENJAMIN MANDELMAN  
Officer in Charge

Enclosures:

1. Copy of Charge

2. Commerce Questionnaire

cc:

(b) (6), (b) (7)(C)

PRO-TEC FIRE SERVICES, LTD DBA  
AUSTIN STRAUBEL  
INTERNATIONAL AIRPORT  
DEPARTMENT OF PUBLIC SAFETY  
2129 SOUTH ONEIDA STREET  
GREEN BAY, WI 54304

**QUESTIONNAIRE ON COMMERCE INFORMATION**

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

**CASE NAME**Pro-Tec Fire Seivices, Ltd dba Austin Straubel International Airport Department of  
Public Safety**CASE NUMBER**

18-CA-129739

**1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)****2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify )**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION  
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

**4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS****5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

**9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates )**A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.  
\$**YES NO**B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods  
valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.  
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems,  
newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If  
less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate  
amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who  
purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.  
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate  
amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points  
outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount)  
☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months?** If yes, specify date: \_\_\_\_\_**10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

**12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE**

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may





UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

SUBREGION 30  
310 W Wisconsin Ave Ste 450W  
Milwaukee, WI 53203-2246

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (414)297-3861  
Fax: (414)297-3880

June 4, 2014

Corrected Charging Party

AUSTIN STRAUBEL INTERNATIONAL  
AIRPORT FIRE FIGHTERS, LOCAL 141  
1570 ELIZABETH ST.  
GREEN BAY, WI 54302

Re: Pro-Tec Fire Services, Ltd dba Austin  
Straubel International Airport Department of  
Public Safety  
Case 18-CA-129739

Dear Sir or Madam:

The charge that you filed in this case on June 02, 2014 has been docketed as case number 18-CA-129739. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Attorney TABITHA E. BOERSCHINGER whose telephone number is (414)297-3874. If the Board agent is not available, you may contact Supervisory Attorney ANITA C. O'NEIL whose telephone number is (414)297-3900.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, [www.nlrb.gov](http://www.nlrb.gov), or at the Regional office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you



June 4, 2014

fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

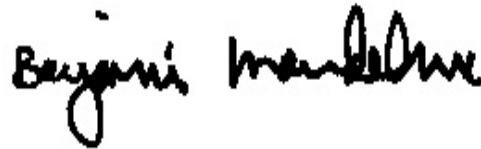
**Procedures:** We strongly urge everyone to submit all documents and other materials (except unfair labor practice charges and representation petitions) by E-Filing (not e-mailing) through our website [www.nlr.gov](http://www.nlr.gov). However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website [www.nlr.gov](http://www.nlr.gov) or from the Regional Office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

MARLIN O. OSTHUS  
Regional Director



By: BENJAMIN MANDELMAN  
Officer in Charge

cc: RICHARD SAKS, ESQ.  
HAWKS QUINDEL, S.C.  
222 E ERIE ST STE 210  
MILWAUKEE, WI 53202-6000

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

## FIRST AMENDED CHARGE AGAINST EMPLOYER

## INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
18-CA-129739	August 8, 2014

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring

## 1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer JJ Protective Services, Inc. d/b/a Pro-Tec Fire Services, Ltd.		b. Tel. No. (920)494-8851
		c. Cell No.
d. Address (street, city, state ZIP code) 2129 South Oneida St, Green Bay, WI 54304-4607	e. Employer Representative (b) (6), (b) (7)(C)	f. Fax No. (920)494-5384
		g. e-Mail (b) (6), (b) (7)(C)@protecfire.com
		h. Dispute Location (City and State) Green Bay, WI
i. Type of Establishment (factory, nursing home, hotel) Airport Fire Department	j. Principal Product or Service Fire Suppression	k. Number of workers at dispute location 13

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1), (3) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

See Attachment.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Austin Straubel International Airport Fire Fighters, Local 141

4a. Address (street and number, city, state, and ZIP code)

1570 Elizabeth St., Green Bay, WI 54302

4b. Tel. No.

(920)430-1448

4c. Cell No.

4d. Fax No.

4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

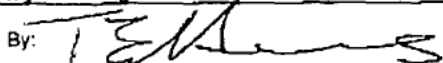
## 6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Tel. No.

414-271-8650

By:

Timothy E. Hawks  
Attorney

Office, if any, Cell No.

414-331-4405

(signature of representative or person making charge)

Print Name and Title

Fax No.

414-271-8442

Address: 222 E. Erie Street, Milwaukee, WI 53201-0442

Date:

8/8/14

e-Mail

rsaks@hq-law.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

RECEIVED  
NLRB

2014 AUG -8 PM 1:44

MILWAUKEE, WI  
REGION 30Attachment

On or about (b) (6), (b) (7)(C) 2014, the Employer, through its officers, agents or representatives, discriminatorily suspended employee (b) (6), (b) (7)(C) because of (b) (6), (b) (7)(C) Union and/or protected concerted activities.

On or about (b) (6), (b) (7)(C) 2014, the Employer, through its officers, agents or representatives, discriminatorily terminated employee (b) (6), (b) (7)(C) because of (b) (6), (b) (7)(C) Union and/or protected concerted activities.

On or about July 2, 2014, and continuing to date, the Employer, through its officers, agents or representatives, promulgated the Station Security/Visitor Policy because employees engaged in Union and/or protected concerted activities, and/or to discourage employees from engaging in such activities.

Since on or about July 2, 2014, and continuing to date, the Employer, through its officers, agents and representatives, failed to bargain in good faith with the Union by unilaterally promulgating the Station Security/Visitor Policy without notifying or affording the Union an opportunity to bargain about the change in policy.

Since on or about July 2, 2014, and continuing to date, the Employer, through its officers, agents and representatives, maintained overly broad provisions in its Station Security/Visitor Policy, including but not limited to the rules in Visitors Section 1(j) and 2(c), and in Station Security Section 4(a).

On or about (b) (6), (b) (7)(C) 2014, the Employer, by (b) (6), (b) (7)(C) threatened employees with reprisals in retaliation for engaging in Union and/or protected concerted activities.

On or about April 22, April 25 and May 4, 2014, the Employer, through its officers, agents and representatives, has interfered with, restrained or coerced employees in the exercise of their Section 7 rights guaranteed in Section 7 of the Act by instructing employees that they were not to discuss investigative interviews.

On or about April 22, 2014, and on subsequent dates, the Employer, through its officers, agents and representatives, has interfered with, restrained or coerced employees in the exercise of their Section 7 rights guaranteed in Section 7 of the Act by initiating and conducting an investigation regarding and in response to employees' Union and/or protected concerted activities.

On or about April 25 and May 6, 2014, the Employer, through its officers, agents and representatives, has interfered with, restrained or coerced employees in the exercise of their Section 7 rights guaranteed in Section 7 of the Act by interrogating employees regarding their Union and/or protected concerted activities.

Since a date within the six last months, and continuing to date, the Employer, through its officers, agents and representatives, has interfered with, restrained or coerced employees in the exercise of their Section 7 rights guaranteed in Section 7 of the Act by maintaining overly broad provisions in its Professional Conduct and Confidentiality Policy (PCCP).

Since a date within the six last months, and continuing to date, the Employer, through its officers, agents and representatives, has interfered with, restrained or coerced employees in the exercise of their Section 7 rights guaranteed in Section 7 of the Act by maintaining overly broad provisions in its Company Rules, including but not limited to the rules in Group 1, numbers 6, 9, 17, and Group 2, numbers 1, 12 and 13.



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

SUBREGION 30  
310 W Wisconsin Ave Ste 450W  
Milwaukee, WI 53203-2246

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (414)297-3861  
Fax: (414)297-3880



Download  
NLRB  
Mobile App

August 11, 2014

(b) (6), (b) (7)(C)

JJ PROTECTIVE SERVICES, INC.  
D/B/A PRO-TEC FIRE SERVICES, LTD.  
2129 SOUTH ONEIDA ST  
GREEN BAY, WI 54304-4607

Re: JJ Protective Services, Inc. d/b/a Pro-Tec  
Fire Services, Ltd.  
Case 18-CA-129739

Dear (b) (6), (b) (7)(C)

Enclosed is a copy of the first amended charge that has been filed in this case.

**Investigator:** This charge is being investigated by Field Attorney TABITHA E. BOERSCHINGER whose telephone number is (414)297-3874. If the agent is not available, you may contact Supervisory Attorney ANITA C. O'NEIL whose telephone number is (414)297-3900.

**Presentation of Your Evidence:** As you know, we seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations in the first amended charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

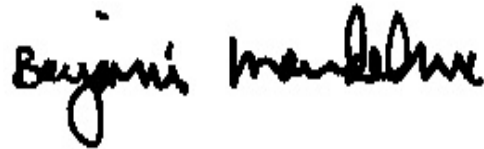
**Procedures:** Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the Board agent.

JJ Protective Services, Inc. d/b/a Pro-Tec  
Fire Services, Ltd.  
Case 18-CA-129739

- 2 -

Very truly yours,

MARLIN O. OSTHUS  
Regional Director



By:

BENJAMIN MANDELMAN  
Officer in Charge

Enclosure: Copy of first amended charge

CC: (b) (6), (b) (7)(C)  
JJ PROTECTIVE SERVICES, INC.  
D/B/A PRO-TEC FIRE SERVICES,  
LTD.  
2129 SOUTH ONEIDA STREET  
GREEN BAY, WI 54304

ROBERT W. BURNS, ESQ.  
DAVIS & KUELTHAU, S.C.  
318 S WASHINGTON ST STE 300  
GREEN BAY, WI 54301-4242

JENNA E. CLEVERS, ESQ.  
DAVIS & KUELTHAU, S.C.  
318 SOUTH WASHINGTON STREET  
SUITE 300  
GREEN BAY, WI 54301



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

SUBREGION 30  
310 W Wisconsin Ave Ste 450W  
Milwaukee, WI 53203-2246

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (414)297-3861  
Fax: (414)297-3880



Download  
NLRB  
Mobile App

August 11, 2014

Austin Straubel International  
Airport Fire Fighters, Local 141  
1570 Elizabeth St.  
Green Bay, WI 54302

Re: JJ Protective Services, Inc. d/b/a Pro-Tec  
Fire Services, Ltd.  
Case 18-CA-129739

Dear Sir or Madam:

We have docketed the first amended charge that you filed in this case.

**Investigator:** This charge is being investigated by Field Attorney TABITHA E. BOERSCHINGER whose telephone number is (414)297-3874. If the agent is not available, you may contact Supervisory Attorney ANITA C. O'NEIL whose telephone number is (414)297-3900.

**Presentation of Your Evidence:** As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. If you have additional evidence regarding the allegations in the first amended charge and you have not yet scheduled a date and time for the Board agent to obtain that evidence, please contact the Board agent to arrange to present that evidence. If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed.

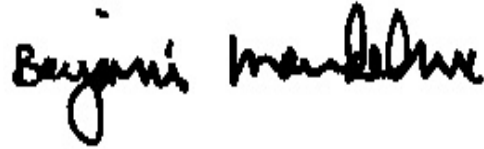
**Procedures:** Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the Board agent.

JJ Protective Services, Inc. d/b/a Pro-Tec  
Fire Services, Ltd.  
Case 18-CA-129739

- 2 -

Very truly yours,

MARLIN O. OSTHUS  
Regional Director

A handwritten signature in black ink, appearing to read "Benjamin Mandelman". The signature is written in a cursive, somewhat stylized script.

By:

BENJAMIN MANDELMAN  
Officer in Charge

cc: Richard Saks, ESQ.  
Hawks Quindel, S.C.  
222 E Erie St Ste 210  
Milwaukee, WI 53202-6000



UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
Region 18 – Subregion 30

JJ PROTECTIVE SERVICES, INC. D/B/A PRO-TEC FIRE  
SERVICES, LTD.

and

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,  
LOCAL 141, AFL-CIO

Case 18-CA-129739

**COMPLAINT AND NOTICE OF HEARING**

This Complaint and Notice of Hearing is based on a charge filed by the International Association of Firefighters, Local 141, AFL-CIO (Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that JJ Protective Services, Inc. d/b/a Pro-Tec Fire Services, Ltd. (Respondent) has violated the Act as described below.

1. (a) The charge in this proceeding was filed by the Union on June 2, 2014, and a copy was served on Respondent by U.S. mail on that same date.

(b) The first amended charge in this proceeding was filed by the Union on August 8, 2014, and a copy was served on Respondent by U.S. mail on August 11, 2014.

2. (a) At all material times, Respondent has been a Wisconsin corporation, with an office and place of business in Green Bay, Wisconsin, and has been engaged in the

business of providing aircraft rescue firefighting services at various airports in the United States, including the Austin Straubel International Airport (Airport) in Green Bay, Wisconsin.

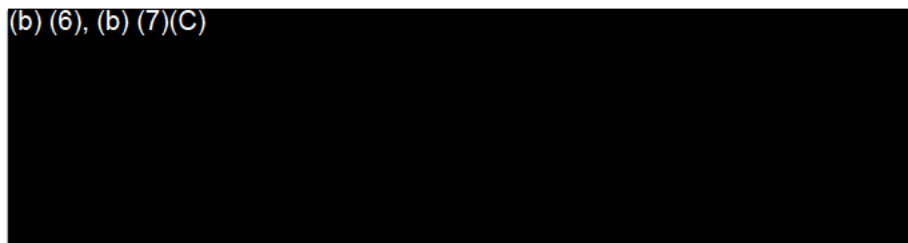
(b) In conducting its operations described above in subparagraph (a) during the calendar year ending December 31, 2014, Respondent performed services valued in excess of \$50,000 in States other than the State of Wisconsin.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

(b) (6), (b) (7)(C)



5. At all material times, (b) (6), (b) (7)(C) served as Respondent's (b) (6), (b) (7)(C) and has been an agent of Respondent within the meaning of Section 2(13) of the Act.

6. Since about the last six months, Respondent has interfered with, restrained and coerced employees in the exercise of rights guaranteed by Section 7 of the Act by

maintaining the following rules in its Company Rules and/or Professional Conduct and Confidentiality Policy (PCCP):

(a) Prohibiting “[u]nauthorized disclosure of personal or company data or information, (includes salary information)”;

(b) Prohibiting “disclosure of any operational or contract information of the Company or its clients to any third person (including the media) without prior written approval”;

(c) Prohibiting “deliberate statements or actions that are detrimental to the Company”;

(d) “When an employee does not agree with the Company policies/procedures, coworkers, or any member of management, he/she shall bring these matters to the attention of his/her immediate supervisor privately for review and discussion. Employees will not discuss these issues with co-workers, our client, client employees, the public or anyone else outside the immediate work group”;

(e) “Discussion of any business related information with co-workers, non-employees of our Company, our client, the client’s employees, or any third party without the direction or permission of your Director, manager or supervisor is strictly prohibited. An example of business related information would be...standard operating procedures...”;

(f) “[A]ll inquiries from the media must be referred to the Director of Operations in the corporate office, no exceptions”;

(g) “All employees will observe the organizational chart and use proper chain of command for all communications”;

(h) "Employees will refrain from initiating or participating in discussions related to Company operations, practices, policies/procedures, with our client without prior authorization from supervisory personnel";

(i) "Disrespectful conduct or insubordination, including, but not limited to, refusing to follow orders from a supervisor or a designated representative";

(j) "Sharing of [overheard conversations related or non-related to particular job responsibilities at the work site] with your co-workers, the public, or anyone outside of your immediate work group is strictly prohibited"; and

(k) "Duty/work assignments may involve situations that are of a restricted nature and involve highly confidential information that may be relayed on a 'need to know' basis only. Some assignments may be strictly confidential. In those situations, employees do not have the right to discuss assignments or confidential information with co-workers or with others outside the immediate work group, no exceptions."

7. (a) On April 7, 2014, there was a workplace incident involving a possible delivery vehicle fire on the Airport grounds.

(b) On or about (b) (6), 2014, (b) (6), (b) (7)(C)

visited Respondent's Airport location.

(c) During the visit described above in subparagraph (b), (b) (6), (b) (7)(C) met with Respondent's employees, including (b) (6), (b) (7)(C) and discussed the April 7, 2014, workplace incident, and Respondent's response to the incident.

8. Since about April 7, 2014, and continuing to date, Respondent has interfered with, restrained and coerced employees in the exercise of their rights guaranteed by Section 7 of the Act, by engaging in the following acts and conduct:

(a) About (b) (6), (b) (7)(C) 2014, by (b) (6), (b) (7)(C) at Respondent's Airport location, threatened employees that Respondent would remove non-essential equipment and park vehicles if need be because they engaged in Union and/or protected concerted activities;

(b) About (b) (6), (b) (7)(C) 2014, by letter from (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) prohibited employees from discussing investigatory interviews;

(c) About (b) (6), (b) (7)(C) 2014, by (b) (6), (b) (7)(C) at Respondent's offices in Green Bay, Wisconsin, interrogated employees about their Union and/or protected concerted activities; and

(d) About (b) (6), (b) (7)(C) 2014, by email from (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) prohibited employees from discussing investigatory interviews.

9. (a) About (b) (6), (b) (7)(C) 2014, Respondent suspended its employee (b) (6), (b) (7)(C)

(b) About (b) (6), (b) (7)(C) 2014, Respondent terminated its employee (b) (6), (b) (7)(C)

(c) Respondent engaged in the conduct described above in subparagraphs (a) and (b) because (b) (6), (b) (7)(C) violated the policy (PCCP) described above in paragraph 6 and engaged in protected conduct, described above in paragraph 7(c), or conduct that otherwise implicates the concerns underlying Section 7 of the Act;

(d) In the alternative, Respondent engaged in the conduct described above in subparagraphs (a) and (b) because (b) (6), (b) (7)(C) engaged in the conduct described above in paragraph 7(c), and to discourage employees from engaging in these or other concerted activities; and

(e) In the alternative, Respondent engaged in the conduct described above in subparagraphs (a) and (b) because (b) (6), (b) (7)(C) supported and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

10. (a) About July 2, 2014, Respondent promulgated and since then has maintained a Station Security/Visitor Policy to discourage its employees from assisting the Union or engaging in other concerted activities.

(b) Since about July 2, 2014, and continuing to date, Respondent has interfered with, restrained and coerced employees in the exercise of their rights guaranteed by Section 7 of the Act by maintaining the following rules in its Station Security/Visitor Policy:

(i) "Non-Badged" visitors are "[n]ot allowed to participate in discussions of operational tasks, EMS & or emergency calls, - 'Professional Conduct and Confidentiality' policy"; and

(ii) Badged personnel are "[n]ot allowed to participate in discussions of operational tasks, EMS & or emergency calls, - 'Professional Conduct and Confidentiality' policy unless authorized by Airport Administration."

11. (a) The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All fulltime Fire Fighters, (including Public Safety Officers), Lieutenants, and Captains employed by the Company at its facility at the Austin Straubel Airport located in Green Bay, Wisconsin but excluding the Chiefs, Corporate Fire Chief, part-timers, casual

employees, guards and supervisors as defined in the National Labor Relations Act.

(b) On December 29, 2009, the Board certified the Union as the exclusive collective-bargaining representative of the Unit.

(c) At all times since December 29, 2009, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

12. (a) About July 2, 2014, Respondent promulgated and has since then maintained a Station Security/Visitor Policy described above in paragraph 10.

(b) The subject set forth above in subparagraph (a) relates to wages, hours, and other terms and conditions of employment of the Unit and is a mandatory subject for the purposes of collective bargaining.

(c) Respondent engaged in the conduct described above in subparagraph (a) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct.

13. By the conduct described above in paragraphs 6, 8, 9(a), 9(b), 9(c), 9(d) and 10, Respondent has been interfering with, restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

14. By the conduct described above in paragraphs 9(a), 9(b) and 9(e), Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.



15. By the conduct described above in paragraph 12, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

16. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for the unfair labor practices alleged above in paragraphs 6, 8 through 10, and 12, the General Counsel seeks an Order requiring that at a meeting or meetings scheduled to ensure the widest possible attendance by Respondent's employees at the Green Bay Airport location, Respondent's representative (b) (6), (b) (7)(C) read any Notice to Employees that may issue in this proceeding, during employee worktime and in the presence of a Board agent; or in the alternative and at Respondent's election, that a Board agent read the Notice to Employees during employee worktime in the presence of Respondent's supervisors and agents identified above in paragraph 4.

In view of the fact that the unlawful rules described above in paragraphs 6 and 10 have been maintained at Respondent's facilities nation-wide, the General Counsel seeks an Order requiring Respondent to: (1) post at all of its locations any Notice to Employees that may issue in this proceeding; (2) electronically post the Notice to Employees for employees at all its locations if Respondent customarily uses electronic means such as an electronic bulletin board, e-mail, website, or intranet to communicate with those employees; and (3) send a copy of any Board Order and Notice to Employees to all its supervisors at its locations nation-wide.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged, including requiring Respondent to: (1) rescind the unlawful rules set forth in paragraphs 6 and 10 of the Complaint at all locations; (2) notify employees at all locations that these unlawful rules have been rescinded; and (3) provide the Region with documentation that the unlawful rules have been rescinded at all locations and that employees at all locations have been notified of the rescission of the unlawful rules.

### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before December 22, 2014, or postmarked on or before December 20, 2014.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.


An answer may also be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an

answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

**NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT on **February 25, 2015**, at **9:00 a.m.** at **Green Bay City Hall, 100 North Jefferson Street, Room 207, Green Bay, Wisconsin**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: December 8, 2014

  
\_\_\_\_\_  
MARLIN O. OSTHUS  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 18  
330 2nd Ave S Ste 790  
Minneapolis, MN 55401-2214

Attachments

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**NOTICE**

Case 18-CA-129739

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

RICHARD SAKS , ESQ.  
HAWKS QUINDEL, S.C.  
222 E ERIE ST STE 210  
MILWAUKEE, WI 53202-6000

(b) (6), (b) (7)(C)  
JJ PROTECTIVE SERVICES, INC. D/B/A  
PRO-TEC FIRE SERVICES, LTD.  
2129 SOUTH ONEIDA STREET  
GREEN BAY, WI 54304

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, LOCAL 141, AFL-CIO  
1570 ELIZABETH ST.  
GREEN BAY, WI 54302

ROBERT W. BURNS , ESQ.  
DAVIS & KUELTHAU, S.C.  
318 S WASHINGTON ST STE 300  
GREEN BAY, WI 54301-4242

(b) (6), (b) (7)(C)  
JJ PROTECTIVE SERVICES, INC. D/B/A  
PRO-TEC FIRE SERVICES, LTD.  
2129 SOUTH ONEIDA ST  
GREEN BAY, WI 54304-4607

JENNA E. CLEVERS , ESQ.  
DAVIS & KUELTHAU, S.C.  
318 SOUTH WASHINGTON ST STE 300  
GREEN BAY, WI 54301

## Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: [www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules\\_and\\_regs\\_part\\_102.pdf](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf).

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at [www.nlr.gov](http://www.nlr.gov), click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

**Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement.** The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

### I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

### II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in

**evidence.** If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.

- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

### III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.

- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.

- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**JJ Protective Services, Inc. d/b/a Pro-Tec Fire Services, Ltd.**

**Case 18-CA-129739**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them at its facility located at Austin Straubel International Airport in Green Bay, Wisconsin. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

By entering into this Settlement Agreement the Charged Party waives all rights it may have under the Equal Access to Justice Act, Public Law 96-481, 94 Stat. 2325.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

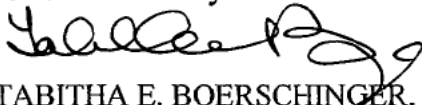
Yes \_\_\_\_\_ No \_\_\_\_\_  
                    Initials                      Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does

not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on December 8, 2014 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. The Charged Party will remove or revise all rules and policies identified in the Complaint that are maintained at Charged Party facilities in the United States and distribute to employees at these facilities the new or revised policies. The Charged Party will provide the Region with copies of the new or revised policies and written confirmation that such rules and policies have been distributed to employees. The notification of compliance with the Notice posting provisions of the settlement agreement shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. The notification of compliance with the provisions regarding rules and policies shall be given within 90 days from the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party</b> JJ Protective Services, Inc. d/b/a Pro-Tec Fire Services, Ltd.		<b>Charging Party</b> International Association of Firefighters, Local 141, AFL-CIO	
By: Name and Title	Date	By: Name and Title	Date
(b) (6), (b) (7)(C)	3/6/15		
Recommended By:	Date	Approved By:	Date
 TABITHA E. BOERSCHINGER, Field Attorney	3/10/15	Marlin O. Osthus Regional Director, Region 18	3/10/2015

(To be printed and posted on official Board notice form)

AS PART OF THE SETTLEMENT AGREEMENT RESOLVING UNFAIR LABOR PRACTICE CHARGES THAT WE VIOLATED THE NATIONAL LABOR RELATIONS ACT, WE HAVE AGREED TO HEREBY NOTIFY AND ASSURE YOU THAT WE WILL FULLY RESPECT EMPLOYEE RIGHTS UNDER THE ACT. ACCORDINGLY, WE WILL NOT CONDONE OR TOLERATE ANY CONDUCT BY OUR AGENTS/REPRESENTATIVES WHICH DOES NOT COMPLY WITH THE PROVISIONS OF THIS NOTICE. MORE SPECIFICALLY,

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

International Association of Firefighters, Local 141, AFL-CIO (Union) is the employees' representative in dealing with us regarding wages, hours and other working conditions of the employees in the following unit:

All fulltime Fire Fighters, (including Public Safety Officers), Lieutenants, and Captains employed by the Company at its facility at the Austin Straubel Airport located in Green Bay, Wisconsin but excluding the Chiefs, Corporate Fire Chief, part-timers, casual employees, guards and supervisors as defined in the National Labor Relations Act.

**WE WILL NOT** threaten you that we will remove non-essential equipment and park vehicles because of your Union and/or protected concerted activities.

**WE WILL NOT** ask you about your Union or protected concerted activities.

**WE WILL NOT** prohibit you from discussing investigatory interviews.

**YOU HAVE** the right to discuss wages, hours, working conditions, and other terms and conditions of employment with your co-workers and other people outside our Company for the purpose of mutual aid and protection, and **WE WILL NOT** maintain rules or provisions in our Company Rules, Professional Conduct and Confidentiality Policy, Station Security/Visitor Policy or any other policies that are unlawful under the National Labor Relations Act. **WE WILL** remove or make lawful modifications to the following provisions in our Company Rules, Professional Conduct and Confidentiality Policy, Station Security/Visitor Policy or any other policies that are in violation of the National Labor Relations Act and provide you with revised rules and/or policies:

- "Unauthorized disclosure of personal or company data or information, (includes salary information)" is prohibited.

- “[D]isclosure of any operational or contract information of the Company or its clients to any third person (including the media) without prior written approval” is prohibited.
- “[D]eliberate statements or actions that are detrimental to the Company” are prohibited.
- “When an employee does not agree with the Company policies/procedures, coworkers, or any member of management, he/she shall bring these matters to the attention of his/her immediate supervisor privately for review and discussion. Employees will not discuss these issues with co-workers, our client, client employees, the public or anyone else outside the immediate work group.”
- “Discussion of any business related information with co-workers, non-employees of our Company, our client, the client’s employees, or any third party without the direction or permission of your Director, manager or supervisor is strictly prohibited. An example of business related information would be...standard operating procedures....”
- “[A]ll inquiries from the media must be referred to the Director of Operations in the corporate office, no exceptions.”
- “All employees will observe the organizational chart and use proper chain of command for all communications.”
- “Employees will refrain from initiating or participating in discussions related to Company operations, practices, policies/procedures, with our client without prior authorization from supervisory personnel.”
- “Disrespectful conduct or insubordination, including, but not limited to, refusing to follow orders from a supervisor or a designated representative.”
- “Sharing of [overheard conversations related or non-related to particular job responsibilities at the work site] with your co-workers, the public, or anyone outside of your immediate work group is strictly prohibited.”
- “Duty/work assignments may involve situations that are of a restricted nature and involve highly confidential information that may be relayed on a ‘need to know’ basis only. Some assignments may be strictly confidential. In those situations, employees do not have the right to discuss assignments or confidential information with co-workers or with others outside the immediate work group, no exceptions.”

- "Non-Badged" visitors are "[n]ot allowed to participate in discussions of operational tasks, EMS & or emergency calls, - 'Professional Conduct and Confidentiality' policy."
- Badged personnel are "[n]ot allowed to participate in discussions of operational tasks, EMS & or emergency calls, - 'Professional Conduct and Confidentiality' policy unless authorized by Airport Administration."

**WE WILL NOT** implement new rules in order to discourage you from assisting the Union or engaging in other protected activities.

**WE WILL NOT** refuse to meet and discuss in good faith with your Union any proposed changes in wages, hours and working conditions before putting such changes into effect.

**WE HAVE** rescinded any or all changes to your terms and conditions of employment that we made without bargaining with the Union and will continue to bargain with the Union regarding your terms and conditions of employment in the future.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**JJ Protective Services, Inc. d/b/a Pro-Tec Fire  
Services, Ltd.**

(Employer)

Dated: 3/6/15

By:

**(b) (6), (b) (7)(C)**

(Representative)

(Title)

---

*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).*

330 2nd Ave S Ste 790  
Minneapolis, MN 55401-2214

Telephone: (612)348-1757  
Hours of Operation: 8 a.m. to 4:30 p.m.

---

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**JJ Protective Services, Inc. d/b/a Pro-Tec Fire Services, Ltd.**

**Case 18-CA-129739**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them at its facility located at Austin Straubel International Airport in Green Bay, Wisconsin. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

By entering into this Settlement Agreement the Charged Party waives all rights it may have under the Equal Access to Justice Act, Public Law 96-481, 94 Stat. 2325.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes \_\_\_\_\_ No \_\_\_\_\_  
          Initials                      Initials

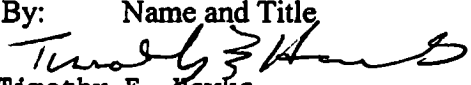
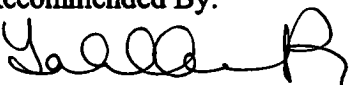
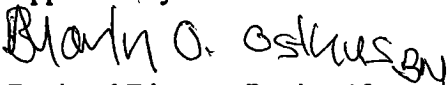
**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does



not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on December 8, 2014 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. The Charged Party will remove or revise all rules and policies identified in the Complaint that are maintained at Charged Party facilities in the United States and distribute to employees at these facilities the new or revised policies. The Charged Party will provide the Region with copies of the new or revised policies and written confirmation that such rules and policies have been distributed to employees. The notification of compliance with the Notice posting provisions of the settlement agreement shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. The notification of compliance with the provisions regarding rules and policies shall be given within 90 days from the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party</b> JJ Protective Services, Inc. d/b/a Pro-Tec Fire Services, Ltd.		<b>Charging Party</b> International Association of Firefighters, Local 141, AFL-CIO	
By: Name and Title	Date	By: Name and Title  Timothy E. Hawks, Attorney, Local 141	Date 3/9/15
Recommended By:  TABITHA E. BOERSCHINGER, Field Attorney	Date 3/10/15	Approved By:  Blain A. Oskusson Regional Director, Region 18	Date 3/10/2015

**(To be printed and posted on official Board notice form)**

**AS PART OF THE SETTLEMENT AGREEMENT RESOLVING UNFAIR LABOR PRACTICE CHARGES THAT WE VIOLATED THE NATIONAL LABOR RELATIONS ACT, WE HAVE AGREED TO HEREBY NOTIFY AND ASSURE YOU THAT WE WILL FULLY RESPECT EMPLOYEE RIGHTS UNDER THE ACT. ACCORDINGLY, WE WILL NOT CONDONE OR TOLERATE ANY CONDUCT BY OUR AGENTS/REPRESENTATIVES WHICH DOES NOT COMPLY WITH THE PROVISIONS OF THIS NOTICE. MORE SPECIFICALLY,**

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

International Association of Firefighters, Local 141, AFL-CIO (Union) is the employees' representative in dealing with us regarding wages, hours and other working conditions of the employees in the following unit:

All fulltime Fire Fighters, (including Public Safety Officers), Lieutenants, and Captains employed by the Company at its facility at the Austin Straubel Airport located in Green Bay, Wisconsin but excluding the Chiefs, Corporate Fire Chief, part-timers, casual employees, guards and supervisors as defined in the National Labor Relations Act.

**WE WILL NOT** threaten you that we will remove non-essential equipment and park vehicles because of your Union and/or protected concerted activities.

**WE WILL NOT** ask you about your Union or protected concerted activities.

**WE WILL NOT** prohibit you from discussing investigatory interviews.

**YOU HAVE** the right to discuss wages, hours, working conditions, and other terms and conditions of employment with your co-workers and other people outside our Company for the purpose of mutual aid and protection, and **WE WILL NOT** maintain rules or provisions in our Company Rules, Professional Conduct and Confidentiality Policy, Station Security/Visitor Policy or any other policies that are unlawful under the National Labor Relations Act. **WE WILL** remove or make lawful modifications to the following provisions in our Company Rules, Professional Conduct and Confidentiality Policy, Station Security/Visitor Policy or any other policies that are in violation of the National Labor Relations Act and provide you with revised rules and/or policies:

- "Unauthorized disclosure of personal or company data or information, (includes salary information)" is prohibited.

- “[D]isclosure of any operational or contract information of the Company or its clients to any third person (including the media) without prior written approval” is prohibited.
- “[D]eliberate statements or actions that are detrimental to the Company” are prohibited.
- “When an employee does not agree with the Company policies/procedures, coworkers, or any member of management, he/she shall bring these matters to the attention of his/her immediate supervisor privately for review and discussion. Employees will not discuss these issues with co-workers, our client, client employees, the public or anyone else outside the immediate work group.”
- “Discussion of any business related information with co-workers, non-employees of our Company, our client, the client’s employees, or any third party without the direction or permission of your Director, manager or supervisor is strictly prohibited. An example of business related information would be...standard operating procedures....”
- “[A]ll inquiries from the media must be referred to the Director of Operations in the corporate office, no exceptions.”
- “All employees will observe the organizational chart and use proper chain of command for all communications.”
- “Employees will refrain from initiating or participating in discussions related to Company operations, practices, policies/procedures, with our client without prior authorization from supervisory personnel.”
- “Disrespectful conduct or insubordination, including, but not limited to, refusing to follow orders from a supervisor or a designated representative.”
- “Sharing of [overheard conversations related or non-related to particular job responsibilities at the work site] with your co-workers, the public, or anyone outside of your immediate work group is strictly prohibited.”
- “Duty/work assignments may involve situations that are of a restricted nature and involve highly confidential information that may be relayed on a ‘need to know’ basis only. Some assignments may be strictly confidential. In those situations, employees do not have the right to discuss assignments or confidential information with co-workers or with others outside the immediate work group, no exceptions.”

- “Non-Badged” visitors are “[n]ot allowed to participate in discussions of operational tasks, EMS & or emergency calls, - ‘Professional Conduct and Confidentiality’ policy.”
- Badged personnel are “[n]ot allowed to participate in discussions of operational tasks, EMS & or emergency calls, - ‘Professional Conduct and Confidentiality’ policy unless authorized by Airport Administration.”

**WE WILL NOT** implement new rules in order to discourage you from assisting the Union or engaging in other protected activities.

**WE WILL NOT** refuse to meet and discuss in good faith with your Union any proposed changes in wages, hours and working conditions before putting such changes into effect.

**WE HAVE** rescinded any or all changes to your terms and conditions of employment that we made without bargaining with the Union and will continue to bargain with the Union regarding your terms and conditions of employment in the future.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**JJ Protective Services, Inc. d/b/a Pro-Tec Fire  
Services, Ltd.**

\_\_\_\_\_  
(Employer)

**Dated:** \_\_\_\_\_ **By:** \_\_\_\_\_  
(Representative) (Title)

---

*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).*

330 2nd Ave S Ste 790  
Minneapolis, MN 55401-2214

**Telephone:** (612)348-1757  
**Hours of Operation:** 8 a.m. to 4:30 p.m.

---

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
SUBREGION 30**

**JJ PROTECTIVE SERVICES, INC. D/B/A PRO-  
TEC FIRE SERVICES, LTD.**

**and**

**Case 18-CA-129739**

**INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, LOCAL 141, AFL-CIO**

**ORDER POSTPONING HEARING INDEFINITELY**

**IT IS ORDERED** pursuant to Section 102.16(3) of the Boards' Rules of Regulation that the hearing in the above matter set for Tuesday March 10, 2015 is postponed indefinitely due to settlement negotiations.

Dated: March 9, 2015

MARLIN O. OSTHUS  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 18

By: /s/ Benjamin Mandelman

---

BENJAMIN MANDELMAN  
OFFICER-IN-CHARGE  
NATIONAL LABOR RELATIONS BOARD  
SUBREGION 30  
310 W WISCONSIN AVE STE 450W  
MILWAUKEE, WI 53203-2246

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
SUBREGION 30**

**JJ PROTECTIVE SERVICES, INC. D/B/A PRO-  
TEC FIRE SERVICES, LTD.**

**and**

**Case 18-CA-129739**

**INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, LOCAL 141, AFL-CIO**

**ORDER RESCHEDULING HEARING**

In light of the ongoing settlement discussions in this matter and pursuant to  
Section 102.16(3) of the National Labor Relations Board Rules and Regulations,

**IT IS HEREBY ORDERED** that the hearing in the above-entitled matter is rescheduled  
from **February 25, 2015 at 9:00 AM to 9:00 AM on March 10, 2015** at the **Green Bay City  
Hall, 100 North Jefferson Street, Room 207, Green Bay, Wisconsin**. The hearing will  
continue on consecutive days until concluded.

Dated: February 13, 2015

MARLIN O. OSTHUS  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 18

BY:

/s/ Benjamin Mandelman  
\_\_\_\_\_  
BENJAMIN MANDELMAN  
OFFICER-IN-CHARGE  
NATIONAL LABOR RELATIONS BOARD  
SUBREGION 30  
310 W Wisconsin Ave Ste 450W  
Milwaukee, WI 53203-2246

**CERTIFICATION OF POSTING**

**RE: JJ Protective Services, Inc. d/b/a Pro-Tec Fire Services, Ltd.**  
**Case 18-CA-129739**

**1. Physical Posting**

The Notice to Employees in the above matter was posted on (date) 3-18-15

*at 2:00 P.M.*

\_\_\_\_\_ at the following locations: (List specific places of posting)

*Company Bulletin Board*  
*Captain / Training Room*

**JJ PROTECTIVE SERVICES, INC.**  
**D/B/A PRO-TEC FIRE SERVICES, LTD.**

**Employer**

By: \_\_\_\_\_

**(b) (6), (b) (7)(C)**

Title: \_\_\_\_\_

Date: 3/19/15

RECEIVED  
NLRB  
2015 MAR 24 AM 10:44  
MILWAUKEE  
REGIONAL OFFICE

This form should be returned to the Regional Office, together with ONE original signed Notice, dated and signed in the same manner as those posted.



# EMPLOYEES

## SETTLEMENT AGREEMENT NATIONAL DIRECTOR OF THE AGENCY OF THE UNITED STATES GOVERNMENT



- "Discussion of any business related information with co-workers, non-employees of our Company, our client, the client's employees, or any third party without the direction or permission of your Director, manager or supervisor is strictly prohibited. An example of business related information would be...standard operating procedures..."
- "[A]ll inquiries from the media must be referred to the Director of Operations in the corporate office, no exceptions."
- "All employees will observe the organizational chart and use proper chain of command for all communications."
- "Employees will refrain from initiating or participating in discussions related to Company operations, practices, policies/procedures, with our client without prior authorization from supervisory personnel."
- "Disrespectful conduct or insubordination, including, but not limited to, refusing to follow orders from a supervisor or a designated representative."
- "Sharing of [overheard conversations related or non-related to particular job responsibilities at the work site] with your co-workers, the public, or anyone outside of your immediate work group is strictly prohibited."
- "Duty/work assignments may involve situations that are of a restricted nature and involve highly confidential information that may be relayed on a 'need to know' basis only. Some assignments may be strictly confidential. In those situations, employees do not have the right to discuss assignments or confidential information with co-workers or with others outside the immediate work group, no exceptions."
- "Non-Badged" visitors are "[n]ot allowed to participate in discussions of operational tasks, EMS & or emergency calls, - 'Professional Conduct and Confidentiality' policy."
- Badged personnel are "[n]ot allowed to participate in discussions of operational tasks, EMS & or emergency calls, - 'Professional Conduct and Confidentiality' policy unless authorized by Airport Administration."

**WE WILL NOT** implement new rules in order to discourage you from assisting the Union or engaging in other protected activities.

**WE WILL NOT** refuse to meet and discuss in good faith with your Union any proposed changes in wages, hours and working conditions before putting such changes into effect.

**WE HAVE** rescinded any or all changes to your terms and conditions of employment that we made without bargaining with the Union and will continue to bargain with the Union regarding your terms and conditions of employment in the future.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

JJ Protective Services, Inc. d/b/a Pro-Tec Fire Services,  
Ltd.

(b) (6), (b) (7)(C)

Dated: 3/18/15 By: \_\_\_\_\_

Under the National Labor Relations Act. It conducts secret-ballot elections to determine whether to be represented by employers and unions. To find out more about your rights under the Act and how to file a complaint with the Office set forth below. You may also obtain information from the Board's website: [www.nlrb.gov](http://www.nlrb.gov).

**AND MUST NOT BE DEFACED BY ANYONE.**

310 W. Wisconsin, Suite 450W  
Milwaukee, WI 53203-2246

Telephone: (414)297-1819  
Hours of Operation: 8 a.m. to 4:30 p.m.

THIS DOCUMENT IS NOT TO BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS DOCUMENT SHOULD BE REFERRED TO THE BOARD'S COMPLIANCE OFFICER,



# NOTICE TO



## POSTED PURSUANT TO A APPROVED BY A REGIONAL NATIONAL LABOR RELATIONS BOARD AND

AS PART OF THE SETTLEMENT AGREEMENT RESOLVING UNFAIR LABOR PRACTICE CHARGES THAT WE VIOLATED THE NATIONAL LABOR RELATIONS ACT, WE HAVE AGREED TO HEREBY NOTIFY AND ASSURE YOU THAT WE WILL FULLY RESPECT EMPLOYEE RIGHTS UNDER THE ACT. ACCORDINGLY, WE WILL NOT CONDONE OR TOLERATE ANY CONDUCT BY OUR AGENTS/REPRESENTATIVES WHICH DOES NOT COMPLY WITH THE PROVISIONS OF THIS NOTICE. MORE SPECIFICALLY,

### FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

International Association of Firefighters, Local 141, AFL-CIO (Union) is the employees' representative in dealing with us regarding wages, hours and other working conditions of the employees in the following unit:

All fulltime Fire Fighters, (including Public Safety Officers), Lieutenants, and Captains employed by the Company at its facility at the Austin Straubel Airport located in Green Bay, Wisconsin but excluding the Chiefs, Corporate Fire Chief, part-timers, casual employees, guards and supervisors as defined in the National Labor Relations Act.

**WE WILL NOT** threaten you that we will remove non-essential equipment and park vehicles because of your Union and/or protected concerted activities.

**WE WILL NOT** ask you about your Union or protected concerted activities.

**WE WILL NOT** prohibit you from discussing investigatory interviews.

**YOU HAVE** the right to discuss wages, hours, working conditions, and other terms and conditions of employment with your co-workers and other people outside our Company for the purpose of mutual aid and protection, and **WE WILL NOT** maintain rules or provisions in our Company Rules, Professional Conduct and Confidentiality Policy, Station Security/Visitor Policy or any other policies that are unlawful under the National Labor Relations Act. **WE WILL** remove or make lawful modifications to the following provisions in our Company Rules, Professional Conduct and Confidentiality Policy, Station Security/Visitor Policy or any other policies that are in violation of the National Labor Relations Act and provide you with revised rules and/or policies:

- "Unauthorized disclosure of personal or company data or information, (includes salary information)" is prohibited.
- "[D]isclosure of any operational or contract information of the Company or its clients to any third person (including the media) without prior written approval" is prohibited.
- "[D]eliberate statements or actions that are detrimental to the Company" are prohibited.
- "When an employee does not agree with the Company policies/procedures, coworkers, or any member of management, he/she shall bring these matters to the attention of his/her immediate supervisor privately for review and discussion. Employees will not discuss these issues with co-workers, our client, client employees, the public or anyone else outside the immediate work group."

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the rights of employees who want union representation and it investigates and remedies unfair labor practices. If you have a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office.

**THIS IS AN OFFICIAL NOTICE**

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST BE REPOSTED IF IT IS REMOVED. THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE.

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**NOTICE**

Case 18-CA-129739

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Richard Saks , Esq.  
Hawks Quindel, S.C.  
222 E Erie St Ste 210  
Milwaukee, WI 53202-6000

International Association of Firefighters,  
Local 141, AFL-CIO  
1570 Elizabeth St.  
Green Bay, WI 54302

**(b) (6), (b) (7)(C)**  
JJ Protective Services, Inc. d/b/a Pro-Tec Fire  
Services, Ltd.  
2129 South Oneida St  
Green Bay, WI 54304-4607

**(b) (6), (b) (7)(C)**  
JJ Protective Services, Inc. d/b/a Pro-Tec Fire  
Services, Ltd.  
2129 South Oneida Street  
Green Bay, WI 54304

Robert W. Burns, Esq.  
Davis & Kuelthau, S.C.  
318 S Washington St Ste 300  
Green Bay, WI 54301-4242

Jenna E. Clevers, Esq.  
Davis & Kuelthau, S.C.  
318 South Washington Street, Suite 300  
Green Bay, WI 54301



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

SUBREGION 30  
310 West Wisconsin Avenue, Suite 450W  
Milwaukee, WI 53203-2246

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (414)297-3861  
Fax: (414)297-3880

May 28, 2015

Robert W. Burns, Esq.  
Jenna E. Clevers, Esq.  
Davis & Kuelthau, S.C.  
318 S Washington St Ste 300  
Green Bay, WI 54301-4242

Re: JJ Protective Services, Inc. d/b/a  
Pro-Tec Fire Services, Ltd.  
Case 18-CA-129739

Dear Mr. Burns and Ms. Clevers:

The above-captioned case has been closed on compliance. Please note that the closing is conditioned upon continued observance of the informal Settlement Agreement.

Very truly yours,

MARLIN O. OSTHUS  
Regional Director

By: /s/ Benjamin Mandelman

BENJAMIN MANDELMAN  
Officer in Charge

cc: Richard Saks, Esq.  
Hawks Quindel, S.C.  
222 E Erie St Ste 210  
Milwaukee, WI 53202-6000

(b) (6), (b) (7)(C)  
JJ Protective Services, Inc. d/b/a Pro-Tec  
Fire Services, Ltd.  
2129 South Oneida St  
Green Bay, WI 54304-4607

International Association of Firefighters,  
Local 141, AFL-CIO  
1570 Elizabeth St.  
Green Bay, WI 54302

(b) (6), (b) (7)(C)  
JJ Protective Services, Inc. d/b/a Pro-Tec  
Fire Services, Ltd.  
2129 South Oneida Street  
Green Bay, WI 54304